

1893-018
Lee Co.

Chancery Causes: Chelf Caskey & Co] vs. P. L. Baker & Co

Chelf, Caskey, Ray, Smith, Grover, Warren, Oaks

CA-Debt
T-Property
Business

Additional Information:

Lumber business

To the Hon. H. K. Morison Judge
of the Circuit Court of Lee County
Virginia:

The Bill of Complaint of W. &
Chelf, J. W. Caskey and W. K.
Caskey, Lumbermen and partners
trading and doing business un-
der the firm name and style of
Chelf Caskey & Co., would respect-
fully represent that in the
course of their business, they pur-
chased from one P. L. Baker a
lot of lumber, as shown and
set out in a written Contract
herewith filed marked "A" and
which is prayed to be considered
herewith as part hereof. But
this lumber here sold by Baker &
purchased by your Complainants
did not hold out, they had
various other dealings, and am-
ong other things sold the said Baker
a saw mill and outfit at the
price of of \$1020. 00 which is fully
shown by said written Contract above
referred to as exhibit "A"

The said Baker made several
payments on said saw mill

and delivered a part of the lumber mentioned in said Contract which bears date the 7th day of Jan. 1891.

And all these payments and lack of lumber is fully shown by a statement of the account said Baker herewith filed marked "B" and the same is prayed to be taken and treated as part hereof. By which all the payments and Credits due the said Baker are fully shown Beginning with Jan 7th 1891, and running down to May 11 of the same year.

By an inspection of which it will be seen there is still due your Complainant, as of Jan 7 1891 the sum of \$285.05.

On the 22nd day of April 1891 your Complainant, had the said P. L. Baker and J. O. Baker to execute to Complainant a deed for said saw-mill and attachment, which deed is absolute upon its face and was executed in the State of Kentucky, where the other trade & much of the lumber was - But while said deed is absolute upon its face your Complainant ad-

and it is & was only intended to
secure said first mentioned debt
of \$1020, and is there fore only a
Mortgage for that sum all of
which has been paid except
the sum of \$285.05 and interest
from Jan 7th 1891 till paid. And
while said deed is executed to
W. H. Chelf alone it is and was
intended for the benefit of Chelf
Carter & Co.

And while said trade was made
and said Mortgage given in the State
of Kentucky the same has been
removed and now is in the County
of Lee and State of Virginia and
said Mortgage has been recorded
in the Clerks office of said County
And the same is herewith filed
marked "6" and is prayed to be
considered herewith as part hereof
Before the execution of said Mortgage
the said P. L. Baker had sold to
the said James O. Baker some inter-
est therein, and hence he joined in
said Mortgage. Since the recording
of your Complainants Mortgage
in the County of Lee, the said.

P. L. & James Baker have made a deed of trust or conveyance of some kind to Nancy Baker the wife of P. L. Baker but this sale or trust whatever it is or may be was made after the revelation of your Complainant's Mortgage & with full knowledge of their rights & liens thereon.

Your Complainant are advised that they have a lien by reason of said Mortgage on said Saw Mill engine & fixtures for the sum of \$285.00 and interest as aforesaid, and that said lien is enforceable in a Court of equity.

The object of this bill therefore is to foreclose said Mortgage, enforce said lien and sell said Mill engine & fixtures for the payment of the sum due your Complainant, and that the residue if any be paid over to the said Nancy Baker or who ever may be found entitled thereto.

To affect which they pray that J. P. L. Baker who is now

a non resident of this Commonwealth James C. Baker and Nancy Baker be made parties defendant to this bill and be required to answer the same But they need not do so upon oath that being waived, That on a hearing a decree be rendered, foreclosing said Mortgage, and directing a sale of said land with expenses for taxes & the payment of your complainant's debt interest and costs and for all other further and general relief - May Supra is subscribed.

A. L. Pickens

P. G.

^{1st May 92}
Chelf Caskey & Co

& Bill Chy

P.L. Baker et al

Exhibits A. B. & C.

1892 1st May Rules Bill
filed Spd Exd on home
Defts & D.V. as to them
and order sub against
non resident Deft

" 2nd May Rules Bill Conf
and Court'd for Spd

" 1st June Rules taken
last Monday in May
A.P. completed & cause
set for hearing by Spd

" June Term Decree & Court'd

" Nov no court

1893 Mr. Decree for
Sale & audit
final
OB 424-5

County Court Clerk, Keston
at Bartonville, Ky

Exp 1.50 Paid by Defts
C 9.95
Court 30.00
S 1.00
Wit & Dep 27.68 paid by Defts
Co C. 50
De. 5.00
A 15.00

\$90.63

C 9.95
30.00
39.95
50.00
\$10.05

To the Hon. H. S. K. Morison, Judge of
The Circuit Court for Lee County, Va. -

The separate answer of O. L. Baker
to a bill of complaint filed in this
honorable court by Chelf, Caskey & Co.
against him and others. For answer
to said bill or so much thereof as he
is advised that it is necessary for
him to answer answering he says
that it is true that said plaintiffs
purchased from your respondent
the lumber mentioned in said con-
tract marked "A", but that the same did
not hold out he denies; that they
had some other dealings with one
another; that your respondent pur-
chased the saw-mill &c. mentioned
in said contract at the price of
\$1020; that on the 22nd day of Apr. 1891,
your respondent and J. O. Baker ex-
ecuted to said complainant a
mortgage to secure them the price of
said mill; that said contract "A"
& mortgage were made and entered
into in the State of Ky; that said saw-
mill, fixtures &c. were removed and
is now in Lee Co, Va; and that after
the date of said mortgage, to wit: on

The — day of — 18—, your respondent sold, deeded + delivered to his wife Nancy Baker said saw mill, fixtures + c.

From an inspection of said contract "A" it will be seen that said complainants at the time they sold and delivered said saw mill to your respondent guaranteed the same to be sound + in good repair for work. But your respondent denies that said mill, fixtures + c. were sound and in good repair for work, and he is advised and avers that by reason of the failure of said guarantee that said mill was worth but \$520, instead of \$1020.

Your respondent will further deny that said complainants paid to J. L. Smith, on timber, the item of \$240, mentioned in his Acck "B," and also mentioned in said contract "A," which Acck. your respondent is still responsible for the payment thereof to said Smith. And your respondent denies that he owes said plffs. on

either of them one cent, but on the
contrary they owe your respondent
between \$300. and \$500.

Now having answered said
bill your respondent prays to be
hence dismissed with his rea-
sonable costs in this behalf ex-
pended. And he will ever pray
&c.

O. L. Baker
By Pennington & Loim,
Attys

1 P. & S.

P. L. Baker + at
add { Ans. P. L. Baker
Chelf. Caskey + Co.

Chief Caskie & Co
against
P. L. Baker et al.

This cause came on again to be heard upon the papers formerly read and the report of John A. G. Hyatt filed Oct 21 1892, to which there are no exceptions - on consideration of which and for reasons appearing to the Court said report is confirmed and it is adjudged ordered and decreed that the plff Chief Caskie & Co recover from P. L. Baker the sum of \$285.05, and legal interest from Jan 7th 1891 till paid ^{except its expenses} and the costs of this suit - and that the same is a lien upon the saw mill engine and fixtures in the bill mentioned and described - and unless the defendant or some one for them pay the said sums herein decreed within 20 days from the rising of this Court then C. E. Flannery Sheriff of this County will after duly advertising the same for at least ten days proceed to the sell the same on the premises where said

Chief Clerk's

18 } Secret -
Final.

Q. L. Baker et al

March 7 93

Entered in C. O. 13

12 444.

J. H. G. Hyatt, C. C.

Enter this

March 9 1893

142111

will now stand, by public outcry
to the highest bidder for ready cash
and out of the proceeds pay to the
plff the sums herein decreed him
and the over plus if any, he will
pay to said Q. L. Baker his agent or
att'y, and no further action being
necessary the case is stricken from
the docket.

Chelf Caskie & Co
against

Plff

J. L. Baker et al

J. L. Baker et al

Def

This
Cause came on this day
to be heard upon the bill
of the plff, and answer of
J. L. Baker et al. The
cause was argued by Coun-
sel, on consideration of
which and for reasons
appearing to the Court - It is
adjudged ordered and decreed
that John A. G. Hyatt take
state and settle the accounts
between the parties, and show
what sum if any is due
the plff and what for and
whether or not the saw mill
and fixtures therein are liable
for the same. He will state
any facts claimed pertinent
by himself or required by either
party - and give timely notice
to the parties or their attys of
the time & place of his
setings - He will report his
action to this Court - at its
next term & the Cause is
continued

Chief Caskie

13 Decree

P. L. Baker

June 7, 1892

Enter L. H. H. H.

Q. B. H. H. H. H. H.

June 15, 1892

Enter L. H. H. H.

Enter H. H.

June 15, 1892

14 2 Km

P. L. Baker et al

ads
Chas. Leasky & Co

3 In. Chey

The depositions of J. O. Baker & others taken at the time of taking an account in the above styled cause, on the 24 Oct. 1892 which are intended to read in favor of the said P. L. Baker et al - Present attorney

J. O. Baker a witness of lawful age being duly sworn says.

About 2 weeks after the mill was purchased from Chas. Leasky & Co - I became acquainted with said mill and at that time, it was not sound or in good condition. For work, we repaired the mill in various parts before it would work well also the Engine had to be worked on.

we worked on said mill
and fixtures some two
weeks before we got ^{it} in con-
dition to do good work, at a
cost, I would estimate, of 50¢
or 75¢.

At the time the trade was
made for the mill, the parties
were not at the mill, but
about 15 miles away and
I was also present
Crop Examined.

Was you one of the original
purchasers of the saw mill? if
not who was?

Ans. I was not, P. L. Baker
my brother purchased
the mill.

2 When did you become interested
in the mill, what part did
you purchase, and what did you
pay for it?

Ans. The same day of the trade
I purchased $\frac{1}{4}$ interest of
my brother and paid 300¢ therefor.

4 Do you still own that interest?

Ans Yes.

5 Has there ever been any settlement or accounting between you and him as to repairs on said mill & engine

Ans There has not.

6 Has he O. L. Baker ever presented you with an account of repairs?

Ans He has not.

7 Was this mill a second hand mill when you bought it mean when Chas Caskie sold or was it then a second hand machine?

Ans I could not say as to that, we got second hand lumber as to that.

8 How long was it after the sale to P. L. Baker before you saw & inspected the mill?

Ans I would say about 2 weeks it might have been a little longer right away after the purchase.

9 Can you say then of your own knowledge what the condition of the mill was at the time of the sale?

Ans I cannot say.

10 What would such a mill and outfit cost new from the shop?

Ans I reckon 2500 of any way.

11 With the repairs you mention as having put upon it has it not done good work for now a year or more?

Ans It has, by keeping it repaired occasionally.

12 Is it not a fact, that steam saw-mills even when new have to be constantly repaired?

Ans It is, but if a mill is represented in good order breaks are supposed to be fixed up, we operated the mill about 4 weeks in Ky, before moving it to Va.

13 Did you not take the mill down and remove it to new set before you tried to saw any with it in Ky?

Ans. We did ~~not~~, we done the most of the work before we moved the mill, to ~~be~~ sawed but we did not saw any at the point the mill was sitting at the time it was purchased.

On question by the Commissioner witness States that on his first examination of the mill he observed that it was not as represented, but no complaint was made as he knew of its condition to Welch & Co.

And further this witness said not. J. C. Baker

The ~~following~~ ^{taking of} depositions in this case are continued ~~until tomorrow morning~~ ^{until tomorrow morning} 9 o'clock Oct 24/82 J. A. Hyatt Clerk

Court's Office
Oct 25 1892

No other witnesses appearing these depositions are closed and I certify that they were duly taken before me subscribed & sworn to by the witnesses at the time and for purposes mentioned in Caption. J. H. [Signature] County

D. L. Baileys et al.
vs.
J. H. [Signature]
Filed Oct 25/92
J. H. [Signature]

Chelf, Caskey & Co Pltffs
Against
P.L. Baker & others defts } Duchy-
To P.L. Baker, James O Baker &
Nancy A Baker:

Take notice that
on the 21st day of September 1892 in the
County Court Clerk's office in the town
of Barboursville, Knox County Ky.,
we will proceed to take the depositions
of Lake Bargo, J. J. Freeman, N.S. Ray, Oliver Ely,
W.H. Chelf, J.W. Caskey, John Ingram, ^{Frank Grover, J.L. Smith & others} to be read
as evidence on behalf of the Plaintiffs
in a certain suit in Chancery now pending
in the circuit court of Lee County, Va.,
wherein we are Plaintiffs & you
others are Defendants. And, if from
any cause the taking of said depositions
be not begun on that day, or being
begun not completed, the same will
be continued from day to day or from
time to time, & if deemed, from place to
place, until the same are completed.
You may attend & cross-examine
if you wish. This Sept 18th
1892.

Very Resp.,
Chelf Caskey & Co

Virginia, Lee County, To wit:

This day James Crooks
personally appeared before me
the undersigned a justice of the
Peace & made oath that on
the 12 day of Sept 1892 he delivered
to Muncy A. Baker & James O
Baker each a true copy
of the within notice. Given
under my hand this 12 day of
Sept 1892

G. W. Billman J. P.

Chas. Crooks re.

003 Notice

O. L. Baker et al

P. L. Baker

1891 In account with L. L. Caskey & Co

Aug	7	To Cash on Lumber	\$100 00	
"	23	" " By J. H. E	15 00	
Feb	14	" " Paid for Smith on timber	240 00	
		" Order E. C. E. Lumber	50 00	
		" B. P. Fair for lumber to D. H. E	1 24	
April		" Cash to Dr to M. A.	5 00	
		" " at Bancroft & Co	1 00	
		By Mr L. H. E. on		1 82
	27	To Cash for telegraph to M. A.	20 -	
	28	" " C. P. E. on timber	28 71	
		" " Burton for May	5 13	
		By 3345 ft framing @ 10.00		33 45
		To Hauling 3345 ft framing @ 10.00	33 45	
		" Cash paid for stacking lumber	75 -	
		By 500 ft cable @ 8.00		4 00
		" 122 " framing @ 10.00		1 22
		" Cash left by J. H. E. for D. H. E.		5 00
		" 4777 ft. framing @ 10.00		47 77
		To Hauling 4777 ft framing @ 10.00	47 77	
		" Cash paid for hauling lumber to M. A.	19 16	
		By 124361 ft. L. P. Pop. Ash @ 8.00		1057 06
		" 6218 " per centage		52 85 -
		" 719 " sold to Rodgers @ 8.00		6 11
		" 2000 " " " E. S. Gilbert		17 00
		To Cash to E. S. Gilbert on checks	13 92	\$227.24
		" One Saw Mill one set of blue, smooth tools and		
		set of framing tools and set of pipe cutters	1020 10	
			512 29	
			1227 24	
			535 03 -	

Statement
D. L. Br.
account
Bal 255.00
Copy

0.

Recd
from D. L. Br.
255.00

The Depositions of W. H. Chelf
John W. Leasly N. B. Ray J. L.
Smith Francis Grover J. R.
Warren James M. Smith.

taken at the Clerks Office of the County
Court in the town of Barbourville
Knox County, State of Kentucky on
the 21st day of September 1892 pursuant
to notice hereto attached and which
depositions are intended to be read
as evidence on behalf of Chelf
Casky & Co. in a certain suit in
Chancery now pending in the Circuit
Court of Lee County Va wherein
the said Chelf Casky & Co. are plaintiffs
& J. L. Baker & others are defendants
W. H. Chelf a witness of lawful age
after being first duly sworn deposes
and says -

The taking of these Depositions is
removed from the County Court Clerks
office to J. N. Braffords office
by agreement of the parties, all the
parties plaintiffs and Defendants

being represented by an attorney who
is present - This Sept 21. 1892.

John H Davis Atty for Plffs
P. L. Baker James O Baker
Ed Nancy A Baker
Per John T. Hays, Counsel.

Q. 1 State your age residence & occupation
by plffs Atty
Ans - I am 61 years of age past.

I am a Lumber man by
Occupation. reside in this
town, entry 124.

Q. 2 State if you are one of the plaintiffs
in this action? and state if you
are acquainted with the defendants
P. L. Baker Nancy A. Baker &
J. O. Baker and if yes how long
you have known them?

Ans. I am one of the Plffs in this
action. I am acquainted
with P. L. Baker Nancy Baker
and have been for two years
or more - have known J. O. Baker
for the last 21 months

Q. 3 Who compose the firm of Chas Cuskey
& Co.?

Ans. W. H. Chas J. R. Cuskey and

W R Caskey -

Q- 4 I present you a certified copy of an account between Chelf Caskey & Co and P. L. Baker from the files of this action pending in Chancery in the Circuit Court of Lee County Va. Please examine same and say whether or not said account is just & correct: if yes will you please file same with your deposition as a part thereof and have it marked for identification?

Ans- I have examined the account and I find same is correct and I make same a part of my deposition. and it is marked "C" for identification.

Q- 5 Do or not the firm of Chelf Caskey & Co. owe the Defendants or either of them for anything not set out in the aforesaid account?

Ans- We do not

Q- 6 Did or did not the firm of Chelf Caskey & Co. or any one for the ~~firm~~ pay to J. L. Smith on timber the item of \$240⁰⁰ mentioned in the account - for P. L. Baker?

Ans- We did - I paid it myself as shown in the account filed

and made a part of my disposition
marked for identification "O"

Q- 7 What amount is the balance due Chief
Casky & Co. as per said account filed
and marked "O"

Ans- \$285.25

Q- 8 Did or did not Chief Casky & Co.
sell to P. L. Baker a steam saw mill
& fixtures ^{purchase of him a lot of lumber on Bull Creek} & if yes please state the
Condition of said Mill at the time
you sold & delivered it to him?
State all about its Condition & the
Contract of sale?

Ans- - Yes - Before the trade was
made P. L. Baker & myself
went to the Mill. on Baker
examined the Mill. on then
afterwards we traded, on
I sold the Mill to Baker for
one thousand and twenty dollars
which I guaranteed to him
to be in good running order.
The saw cabin was a little
scorched by fire which Mr
Baker saw before he made
the purchase of the Mill. The
Mill was run previous to the
sale of same to P. L. Baker by

U. S. Ray - for us - and as far
 as I know the Mill was in good
 running order at the time D L
 Barker purchased the mill
 from us - After the purchase
 and before Mr Barker moved
 the Mill. he Barker did not
 run the Mill. where it was
 sitting at the time of purchase -
 If he did I have no knowledge
 of his running it - Barker
 moved the Mill to Oliver
 Elys farm or to an other
 set on his farm - and put
 same in operation - Barker
 never made any complaint
 to me of the Machinery bought
 of us until after he moved
 the Mill on the farm of John A
 Calko in the County of Lee Virginia
 After operating the Mill for
 some time at the last named
 place. he made some complaint -
 At the time we sold the Mill
 to Barker - we purchased
 of Barker One hundred seventy
 thousand feet of poplar lumber
 in this amount was included

oam Ash Lumber which amount
~~of Ash Lumber~~ ~~Batter guaranteed~~
~~to be there~~ of Lumber he
Batter guaranteed to be there?
We were to pay to P L Batter
Eight dollars & fifty cents per
Thousand for all Merchantable
Lumber sawn on site where
I stood on Bull Creek
Hunt City Ky. We had the
Lumber moved from Bull
Creek Ky to Baileys Switch
and at Baileys Switch the
Lumber was measured for
us. When I made to Mr Batter
a statement of the measurement
of the number of feet of the
Lumber on Bull Creek - then
it was Batter complained of
the Machinery purchased of us -
I measured - Twenty seven
hundred and ninety feet &
Frank Grove measured one
hundred and twenty four thousand
three hundred and sixty one feet for
us. This is all we got of the one-hun-
dred & seventy thousand feet of
the Lumber on Bull Creek Ky

2719
124361
127080

1
Q- 9 of the P. L. Baker Lumber
State if P. L. Baker executed to you
a Mortgage upon said Mill & fixtures
and ~~yes~~ yes. What was intended to
be secured by said Mortgage?

Ans- - Yes. P. L. Baker & James O. Baker
Executed to me Mortgage on said
Mill & fixtures, to secure the
payment on said Mill, and
Money that I advanced to P. L.
& James O. Baker to carry on
their business.

Cross Examined by attorney
for the Defendants.

Q-1. State in full the contract
of purchasing the mill by P. L.
Baker and state in full
how same was to be paid
for by P. L. Baker, and the
price of Mill.

Ans. I sold the mill to P. L. Baker for
one thousand & twenty dollars -
and I guaranteed the mill to be in
good running order, and in the
deal P. L. Baker ~~let me have~~
was to let me have one hundred
and seventy thousand feet of
Poplar and ash lumber

on sticks on Bull Creek Sharp
County Ky. at the price of
Eight dollars and fifty cents
per thousand feet. I never scaled
the lumber on the sticks or measured
the lumber -

Q 2. What was the condition of
the mill when you delivered
it to P. L. Baker?

Ans. So far as I know the mill was
in good running order.

Q 3. Did you know the condition
of the mill at the time you
sold it to P. L. Baker?

Ans. I think I did. I visited the
mill at the time Mr Ray was
running it - and saw nothing
wrong with the mill.

Q 4. I now ask you to state
positively whether the mill
was in good running order
or whether it was not in
good running order.

Ans. To the best of my knowledge
the mill was in good running
order.

Q 5. Was the mill sound in
all its parts?

Ans.

The mill was a second hand mill somewhat worn - but everything about the mill I explained to Mr Baker before he purchased the mill - that I knew

Q. 6.

Did you know all about the mill in its different parts at the time you guaranteed it to P. L. Baker to be sound and in good running order?

Ans.

I was familiar with the mill visited the mill often and if anything was wrong with the mill I did not know it

Q. 7.

You do not know then whether the mill was sound and in good running order at the time you guaranteed it to P. L. Baker or not?

Ans.

I do not know whether it was in good running order or not. But to the best of my opinion it was -

Q. 8.

Do you not know before P. L. Baker ran the mill enough of you, a single day that he had to have the saw cabin or frame repaired?

ans - I do not.

Q-9. Did you purchase the mill sold to P. L. Baker direct from the factory?

ans - I did not.

Q-10. From whom did you purchase the mill and how long had it been run when you bought it?

ans - I purchased the mill from John Hancher. I can't say how long or how much had been run - had been idle for some little time - I saw the mill covered up in Hancher's barn - for one year or more.

Q-11. Did you ever have the mill repaired in any of its parts?

Ans. I did.

Q-12. What repairs did you make and how long did you have the mill run after you bought it of Hancher and sold it to P. L. Baker, what was the cost of all repairs made by you before selling to Baker?

Ans.

Had journals returned. New
brasses for same. New wrist pin
and new brasses for both end
of pitman rod. and the slides
planed. Cylander bored out
and new head put in. with
dunbar rings on them. New track
iron and Trucks for end stands
for Carriage. and Saw Mandrel
returned. New Steam gage. These
are about the repairs I had made.
at different times while we owned
the mill. We purchased the
Mill from Haulstner in the
Spring of 1887. and sold the mill
to P. F. Barker January 1891. I
do not remember the cost of
the repairs spoken of above.

Q. 13.

Do you not know that
P. L. Baker had to have
the Edger saw frame repaired
before he could operate the
mill?

Ans.

I know nothing about it.

Q. 14.

Do you not know the lag
carriage was split and rotted
out at connecting place and
P. L. Baker had to have same

Ans.

repaired before operating mill.
I do not know - I saw the Carriage after Barker had fixed it and Barker told me the reason he fixed it was where the dowel pin worked to hold the two heads of the Carriage together was loose -

Q. 15.

What was the condition of feed rack irons, Head block slide Cogs, 'Boxing on set rod, top saw frame; Boxing on saw Arbor; Truck boxes under truck wheels; Saws; 'Boxing on feed shaft; Engine boxing Engine; Proton rod box; Eccentric Box; Throttle box; Heater box?

Ans.

I think I told Mr Barker one feed rack iron was missing. before he purchased the mill. If there was anything wrong with the others I know nothing about it. perhaps one or two of them was broken. but they were bolted up to their proper place. I told Mr Barker this before he purchased the mill. but it

did not affect the working of the Mill. I can't say how much these Irons were worn - these Irons are under the Carriage & Can not be seen from Top of Carriage - but Can be seen by stooping down & looking under the Carriage -

The ends of the Head block slide Cogs. was broken off - but not so much as to prevent them from pushing a log out to the saw to have an inch board on the Carriage - The last time

I noticed the Biting on our road it was all right. The Top Saw Frame had been broke - but repaired before we sold Mill to Barker and did good work. If there was anything wrong with Biting or Saw Arbor at the time we sold it I did not know it. I had not examined it.

So far as I know Truck boxes under the Trucks wheels were all wrought when we sold Mill to Barker. Though I had made no examination of them

I do not know the condition of the saws if anything wrong with them I do not know it -

If anything wrong with boring on the feed shaft I did not know it at the time sold mill to Barker. The Engine boring was all right as far as I know. Engine Piston rod but was all right as far as I know. If anything wrong with the Eccentric but at the time we sold mill to Barker do not know it - If anything wrong with the Throttle but or the Heater but at the time of the sale to Barker did not know it.

Q. 16- What was the condition of set screws at time you sold mill to Barker?
Of the Key straps or strips?
Of Eccentric ~~links~~ of Butterfly box; Of Cut off valve seat; Rock shaft bearing; Smoke stack; Of truck or wagon wheels; Of boiler tubes; Of bellows?

Ans. The set screws was all right as far as I know -

1
The Key Straps or Stirrups was all right so far as I know - The Eccentric had a little Crack in it - I explained that to Mr Barker before he purchased the Mill - The Butterfly bot was cracked and stirrup put around it. I explained that to Mr Barker before he purchased the Mill - The Cutoff valve Seat was all right - The Rock Shaft bearing was all right - The smoke Stack was all right - The Truck or Wagon wheels were all right when I took the Mill to where I sold it before I sold it I broke one of the wheels but had it repaired. I know nothing about the Hubs being rotten -

The boiler tubes was all right except one I think. I explained that to Mr Barker before I sold the Mill to Barker. The Boiler had been strained but had been fixed up all right. The Bellows was worn to some extent. I showed this to Mr Barker

Q17-

before he made the purchase
They are worse for the wear
What do you mean when
in answer to the last two
questions just above asked,
you say "All right so far
as I know," and, "if any
thing was wrong with the things
you did not know it?"
By these expressions do you
mean to say the condition
of the different things are good
or do you mean to say the
condition of them to be
bad or do you mean
to say you did not know
their condition at the time
you sold the mill to Baker?

Ans. - I mean to say they were in
good running order.

Q18. Did you know the con-
dition of the mill at the
time you sold it to Baker
in all of its parts?

Ans.

Ans. - Yes. and it was in good
running order for second
hand machinery -

Q-19- Was the mill sound in all of its parts at the time you sold it to Baker?

Ans- It was except such parts as I have heretofore explained in answer to previous questions

Q-20- What would it cost to have repaired if such ^{made a new} condition and the saw frame; Edger frame and rack irons; Head Block; Slide Cogs; Boxing set rod; Top saw frame; Three ballik boxes; Truck boxes under carriage; Three saws to hammer; Piston rod box; Eccentric box; Thrattle Box; Heater box; Set screws an engine to drill set; Three keys for engine; Eccentric brake; Butterfly box broke; To buy smoke stack new; To buy four wagon wheels for engine; and buy bellows?

Ans- I cannot answer this question as to any one or all together

Adjourned to the 22 Sept
1892 at 9 o'clock
J. W. Bradford
Notary Public

Met according to adjournment
Sept 22-1892 and proceeded
with the deposition of W. H.
Chick

J. H. Brafford
Notary Public

But by agreement of the parties
the further taking of these
depositions are adjourned
and continued until the 20th
day of September 1892 - At J. H.
Brafford's law office in Barboursville
West County Kentucky

J. H. Brafford
Notary Public

Met pursuant to adjournment
Sept 20-1892. and proceeded
with the examination of the witness
W. H. Chick -

Chick

J. H. Brafford
Notary Public

Q. 21. Did you go to see the lumber
- sold by P. L. Baker to you
at the price of Eight dollars & 50
cents per thousand before
P. L. Baker bought the mill?

Ans. Yes. I went to see the lumber on the lumber was standing on sticks in the stacks - on Bull Creek there only 124.

Q-22- Did you let P. L. Baker have the mill as a payment on the lumber you speak of in your answer to question twenty one?

Ans. Yes sir. The mill went in on the one hundred and seventy thousand feet of lumber and the money and the money advanced to J. L. Smith \$24000 and as ^{other money} shown in my account filed as part of my deposition.

Q-23- How much of the lumber stand in on sticks on Bull Creek bought of P. L. Baker; did you leave on the yard?

Ans. ~~I never~~ I can't say how much was left on the yard.

Q-24- How much of the lumber bought of Baker, did you leave on the switch at Bailey's?

Ans. About thirty six hundred feet of mill culls -

Q.25: Did you purchase of P. L. Baker any other lumber if so where and state Contract with reference to same?

Ans. Yes. I bought other lumber from P. L. Baker. Framing lumber and I was to pay him ten dollars per thousand delivered at the depot at Flat Rock 12y on the L & N Rail Road. and paid him for same as shown in account filed as part of my deposition.

Q.26- How much lumber did you get of P. L. Baker at the price of Ten dollars per thousand?

Ans. The amount is shown in account filed which is Eight thousand three hundred and thirty five feet at \$10- per thousand delivered on the sward at Flat Rock 12y

Q.27- Did you not get ten thousand feet of Framing lumber of P. L. Baker at the price of Ten dollars per thousand?

Ans. I did not. I got no

framing lumber from P. L. Baker except what is shown in the account books.

Q. 28. Did you get any framing lumber of P. L. Baker other than what you have stated?

Ans. None, only as shown in the account. There is two thousand feet shown in the account as owed to E. S. Gilbert this was Bull Creek lumber and was framing lumber.

Q. 29. Was the framing lumber at Flat Lake included in the lumber on Bull Creek?

Ans. No Sir - not in the Bull Creek frame.

Q. 30. Did P. L. Baker get from you the cash item to go to Pa. & give Dallas stated in your account?

Ans. To the best of my judgment he did -

Q. 31. How long did P. L. Baker examine the mill when you told him that it was sound?

and in good running order.
On what day did you and
P.L. Baker go to examine
the mill?

Ans. I can't say how long P.L. Baker
was in examining the mill -

Q32. I can't say what day P.L.
Baker went to examine the mill,
but before we made the trade.
Was it not on Sunday that
you and P.L. Baker went
to the mill Ed Baker saw it
for the first time?

Ans. I do not remember -

Q33. In the trade between you
Ed P.L. Baker for the lumber
on Bull Creek, did you
not take all the lumber
without regard to the quality,
(that is took it all in a)
bulk)

Ans. It was my understanding with
Mr Baker that Mill Culls and
Miss sawed boards was excluded.

Q34. At the time P.L. Baker gave
you the mortgage, did he
owe you anything?

Ans. Yes he did - because the lumber

1
Q-35. What amount is the mortgage for?

Ans. One thousand dollars.

Q-36. Was the lumber sold by P. L. Baker to you shark to the amount of one thousand dollars?

Ans. I do not know the amount the lumber was short - in dollars and cents, except as shown in the account.

Q-37. Did you move the lumber from Bull Creek before the mortgage was given?

Ans. I do not remember whether I did or not.

Q-38. When did you move the lumber from Bull Creek?

Ans. I do not remember the date exactly.

Q-39. Do you know that the lumber was removed from Bull Creek before the account was made or the mortgage given?

Ans. I do not remember.

Q-40. How many feet of lumber should you have gotten

out of the one hundred and
seventy thousand feet of
lumber on Bull Creek
has five per cent of that
number of feet?

Ans I have made no calculation
I can not answer the question
correctly

Rebuttal

Q- 2 You say in your Cross examination ~~that~~
~~you visited the Mill~~ in answer to
Question No 3. that you "visited the
Mill at the time Mr Ray was running
it" Now for whom did Mr Ray run
the Mill & how long had he ceased
running it when you sold it to
J. L. Baker?

Ans Mr Ray run the Mill for
half a century and not
long before we sold the Mill
did he ~~quit~~ ^{quit} running the Mill
for us -

Q- 3 You were asked ⁱⁿ question 20 on Cross
examination what it would cost to
have repaired or made anew various
parts of the Mill, if they were out of
Condition - which list of parts I now read
to you & ask you to say if they were

not in running order if the mill could be run at all?

~~Ans.~~ The Defendants by their Attorney object to question number three asked in "Rebuttle" and the answer to same; for the reason same has been before asked and answer given on Cross Examination, and same is in conformity thereto.

Ans- No it is correct, ^{21 of} be successfully run.

and further depositions shall not -
W. N. Chaff

Also the deposition of John W. Caskey - Taken at the same time & place and for the purpose in the action mentioned in the Caption who first being duly sworn deposes that and says - By plaintiffs Attorney -

Q- 1 State your age residence & occupation & State if you are a party to this action and a member of the firm of Chaff Caskey & Co?

Ans- I am 38 years old -

reside in this county - I
am a lumber dealer - I am
a party to this action and a member
of the firm of Chief Caskey & Co.

Q- 2 I present you a copy of account on
file in this action in favor of Chief
Caskey & Co. and ask you to state
who kept said account for the Company
and all you know about it?

Ans- I kept the Books - and placed
the most of the items as charged
on the account in the Book as
was given to me by Mr Chief -
and the account filed is a correct
copy from our books and is
correct.

Q- 3 Please state what you know about
the condition of the Steam Saw Mill
& fixtures sold by you to P. L. Baker
at the time you sold it to him
and all you may know about his
knowledge of the mill before he
bought it?

Ans- I had not saw the mill for some
time before we sold him the mill -
and can not say as to what
condition the mill was in at the
time we sold it to Baker -

I can't say as to what Baker knew of the mill before his purchase - talking about selling him the mill. and Baker told me he went to see the mill

Q- 4 Please state if Baker had been wanting to buy this mill previous to the time you sold it to him? and what if anything you heard him say about it after he purchased it, as to whether he was pleased with it or otherwise?

The Defendants by attorney object to question No. 4 and the answer to same for the reason same is in contempt and irrelevant. J. H. Hays atty for defts.

Ans- Yes - and after Baker purchased the mill he was pleased with it - said he had to do some little repairing to the mill and she was a dandy.

Q- 5 Please state what the mill cost you when you bought it and about how long you run it before you sold to Baker?

The Defendants object to question number five and the

Answer to same for the
reason same is in com-
plicit and irrelevant.

John T. Hayatt
for Deft.

Ans- The Mill Cost us, is my best
recollect Six hundred & fifty
dollars - and run the mill
about three & a half years -
before we sold to Barker - from
the time we purchased the mill
until we sold same we did not
run the mill all the time.

previous to the sale of the mill
we kept the mill in good running
order - up to four or five
months before the sale -
after which time I do not
know the condition of the
mill personally -

Q- State what you know about the Bull
Creek Lumber purchased of P. L. Barker
if anything - And what character of
lumber was to be taken &c

Ans- I never saw the lumber - Mr
P. L. Barker said it was a good cut
of lumber. That he had used
a few of the Cues out of it.

but none of the better grade
and that we was to have the
Cull and better grade - the
Saw Cull or mill Cull we was
not to have.

Q - State what you know if anything
about the Mortgage executed by P. L.
Baker to W. W. Chelf & its purposes
& why it was executed to him & not
to the Company? and for what
purpose executed?

Ans. The Mortgage was executed
to W. W. Chelf by P. L. Baker as
Chelf was attending to the business
and I told Chelf to have Mortgage
executed to himself - and the
Mortgage was executed to
secure us. for the Mill &
Money Chelf had furnished
Baker of the lumber fell
short of what Baker guaranteed
to us.

Cross examined by attor
ney for Defendants.

Q-/- Do you of your own
personal knowledge, know
anything about the Contract
of W. W. Chelf with P. L. Baker

at the time the trade was made in regard to the mill & the lumber on Bull Creek?

Ans. - I know nothing and I saw copy of the Contract shown me by Mr Chelf

Q-2 Was the mill sold to P. L. Baker by W. H. Chelf, sound and in good running order at the time it was sold to Baker?

Ans. - I can't say. as I had not seen the mill for some time.

Q-3 Have you ever seen the mortgage you speak of P. L. Baker & J. O. Baker giving W. H. Chelf for one thousand dollars or a copy of the same?

Ans. - I do not remember. I believe I may have seen copy of the Mortgage filed with the papers at Jonesville Virginia.

Q-4. In answer to Question six on Chief Examination, ^{you say} that the mortgage was executed to W. H. Chelf by P. L. Baker & J. O. Baker for the purpose of securing

the payment of the mill and
for any money that might be
furnished P. L. Baker by Chelf?
Now I will ask you if the
mortgage was not executed
by P. L. Baker & J. L. Baker to
W. H. Chelf for the purpose of
securing Chelf in the payment
of money advanced to P. L. Baker
for him to manufacture & place
on board of Cars one
thousand dollars worth of
lumber and ^{not} the mortgage
so state in its terms?

Ans. ~~The Mortgage of record showing~~
~~from the book, after reading same I find~~
~~states that a~~

Ans. After reading the Mortgage at
this date I find that it states
one thousand dollars is to be
used for the purpose of manu-
facturing lumber and putting
on board of Cars.

Q. 5- Did P. L. Baker manufacture
& place on board of Cars one
thousand dollars worth of
lumber?

Ans. I do not know -

Q. 6: The mortgage speaks of a contract made between the parties to the mortgage. The contract being even date of the mortgage? Do you know what contract is spoken of and mean it so stated?

ans. I do not know what contract the mortgage speaks of as being of even date.

Q. 7. Do you know of any contract between Chelf & J. T. Freeman in regard to the lumber put on case by P. L. Baker at Hagan, Va.?

ans. I think Chelf & Freeman had a contract with P. L. Baker to put some lumber on cars at Hagan Virginia.

Q. 8. Is not the contract you speak of in your last answer the contract spoken of in the mortgage?

ans. I do not know whether it is or not.

And further depose that said not
John W. Cuskey

Adjourned to Sept 27- 1892
to meet at 9 o'clock in the
morning.

Sept 26- 1892

J N Brafford
Notary Public

Met in pursuance to adjournment
Sept 27- 1892- at 9 o'clock
in the morning-

J N Brafford
Notary Public

Also the deposition of N.S. Raef
taken at the same time & place
and in the action & for the
purpose mentioned in the
Caption- after the witness
first being duly sworn
deposes and says:

Questions by plaintiffs atty

Q- 1 State your age residence & occupation

ans I am 35 years of age and I
reside in Whitley County Ky. and
am a Rail Road Brakeman

Q- 2 Are you acquainted with the plaintiffs
Chas. Casty & Co and the defendant
D.L. Baker & if yes how long have
you known them?

ans. Yes, Sir - I have ^{known} Chas. Casty & Co

for the last time or twelve years -
and have known P. L. Barker for
about three years.

Q - 3 State if at any ^{time} about the year
1890 you were in the employ
of Chief Casky & Co. if yes
what were engaged in doing?

ans - Yes sir - I was cutting lumber
for them -

Q - 4 Please state what mill you run
in cutting lumber for them
& how long you run same?

ans - I run the Mill Chief Casky & Co
sold to P. L. Barker January 1891.
and I run the Mill about twelve
months before sold to Barker.

Q - 5 State if you know whether ^{or not} the mill
was run after you quit running it
until Chief Casky & Co sold it to
Sgt P. L. Barker

ans - I can't say. but think I done
the last sawing. on the mill
before sold to Barker -

Q - 6 Please ^{state} the Condition of the mill
when you last run it - State
all you know about it?

ans - The mill was in very good
condition considering the mill

1
It being a second hand mill
I made good lumber on the
mill. heard no complaint.
I cut between six & seven hundred
thousand feet on the mill while
I run it.

Q- 7 What was the mill worth in the
condition it was when you quit
running it?

ans. I offered Chief Cassidy & Co. the
Christmas before they sold the
mill twelve hundred dollars
for the mill if they would
furnish me a sawing to pay for
it.

Q- 8 State if there was anything wrong with
the mill when you closed out work
with it.

ans. I left the mill in very good
order for a second class saw
mill.

Cross Examined by Refund
-ants attorney.

Q- 1 In answer to question seven
you say you offered the
plaintiffs twelve hundred dol
lars for the mill if they would
let you saw cut that price

now what was the mill then worth in cash? And at what price did you wish to saw for the Plaintiffs to pay for the mill?

ans- I cant say what the mill was worth in cash. but I wanted them to give me three dollars per thousand for sawing lumber to pay for the mill

Q-2- was the mill sawed in all of its parts?

ans- No-

Q-3- Name the parts that were broken, split, rotted and burned?

ans- There was 2 or 3 pieces of Logant bars broken - The ends of the black slide chogs was broken off - Top saw frame broke & patched - One saw was rim bound. and one tight in the center and blistered - The stuffing box on steam chest one wing was broken off - The Butterfly Box had bursted. but was banded - The Eccentric was broken - There was 2 or 3 of the blades in

the boiler leaked. The saw frame was burned about half in two underneath is my best recollection. The Edger frame was in bad shape. The dowel pins in the joint of the carriage was broken. and one end of the rack bar was broken off. One cap off of one set rod. But was gone. The truck boxes & truck wheels on the big side of the carriage they was considerably worn. The boxes on front shaft were wooden boxes and had to be replaced occasionally. These were their when I left the mill. The engine bearings was partly worn. Q.4. Was not the mill one of the worst worn and and patched up mills you ever saw?

ans - No Sir?

Q.5- What was it worth to make whole and put in good condition and sound the different parts named by you, as broken, split, burned & rattled in an ever to question them on Cross Examination?

ans.

I do not think

Q-6-

Would it cost five hundred dollars to have the different parts spoken of by you in answer to question three on Cross Examination, put in good running order and sound?

ans.

I think not.

Q-7-

Would it cost four hundred dollars to have the different parts of the mill, spoken of by you in answer to question three on Cross Examination, put in good running order and sound?

ans.

No sir I do not think it would.

Q-8-

Would it cost three hundred dollars to have the different parts of the mill, spoken of by you in answer to question three on Cross Examination, put in good running order and sound?

ans.

No sir - I do not think it would take over one hundred dollars.

Rebuttal

Q-

I will ask you if the broken parts

1
you have spoken of had ^{not} not been repaired & in good running order for Second hand machinery while you was running the mill & whether or not you mean to say in answer to last question that one hundred dollars would furnish the parts now & do the work of repairing with these parts all new?

ans. The broken parts I have spoken of above had been repaired and the mill did good work. and I mean in answer to the last question asked by Chelf's One hundred dollars would furnish those parts now and do the repairing.

And further the Deposition is not

R. S. Ray

Whereas J. L. Smith was in attendance two days at a time when his deposition could not be taken, It is agreed by the parties to this action that Chelf, Caskey & Co. paid J. L. Smith the two hundred forty dollar item charged in account herein filed in favor

of Chas Caskey & Co against F. L.
Baker -

Chas Caskey & Co
by John H Davis atty
F. L. Baker J. O. Baker
Ed Nancy A Baker.

Per John T. Hays, atty

The further taking of their
depositions is adjourned by
agreement until Thursday - 9-
October A.M. Sept 29-1892
at this place - This Sep 27-
1892

J. N. Brafford
Notary Public

Met pursuant to adjournment
and by agreement of the parties
adjourned until tomorrow
30th of Sept 1892. to 2 o'clock
in the morning.

J. N. Brafford
Notary Public

Met pursuant to adjournment
Sept 30-1892-

J. N. Brafford
Notary Public

Also the deposition of Francis
Grover taken at the same time
and place and in the action

and for the purposes -
mentioned in the Caption
after the witness being duly
sworn deposes and says -

Questions by plaintiffs Attorney

Q- 1 State your age residence &
occupation?

ans. I am 21 years of age. reside
in Flat Lick Tenn Co. Ky. and
by occupation a lumberman.

Q- 2 State if you are acquainted with
the plaintiffs Chas Casey & Co &
the Defendants P. L. Baker J. O.
Baker & Nancy A. Baker & if
yes how long have you known
them?

ans. I am acquainted with Chas
Casey & Co - and have been
for about 4 years - and I am
acquainted with P. L. & J. O. Baker
and have known P. L. Baker from
16 to 24 months. and J. O. Baker
have known him for about one
year. I have known of Nancy
A. Baker for about 2 years.

Q- 3 State what you know if anything
about the lumber Chas Casey & Co
bought of P. L. Baker on Bull
Creek in Knox County Ky - who

graded and measured it: how
much there was of it: and ^{how} much
of each grade: State all you
know about it:

ans- The Graham Lumber ^{Co} of Cincinnati
Ohio bought the lumber. and I
measured. the lumber except
^{small} a portion of it. that was measured
by W. E. Padon - and I later
Padon tallied and added my
measurement on to the same tallies -
We graded ~~as measured~~ the
lumber. as we measured it.
and tallied each grade separately.
From our tallies there was one
hundred and twenty four thousand
and eighty five feet - This includes
all the Swiss Chief Carry & Co delivered
to us as P. L. Baster Swiss -
There was 29335 feet of first and
second - and 35449 feet of
commons. and 39509 feet of
culls. and 10512 feet of sap
and 3280 of log run ash -
Of the percentage of the lumber
(one hundred and twenty thousand
eight hundred and five feet) is 2444

percent of ones and twos?

Of the Commons an saps the percentage is a little over 48 percent of the whole.

The percentage of Culls is ~~a little~~ ~~at~~ ~~the~~ ~~32~~ $32\frac{3}{4}$ -

There was a little over 300 feet of mill culls I measured that is not included in this count as given above of One hundred twenty four thousand & eighty five feet. This measurement was at Bailey's Switch near Co. 14.

Q - 4 State if you are familiar with the rules and custom among lumber dealers as to mill culls if yes state what that rule or custom is?
A - In Wisconsin I expect to question number four and the answer to same for the reason same is irrelevant, and not competent.

P. H. Barker re
per John T. Hayes atty

ans - If there is no special contract ^{mill} the culls are thrown out. In the log run they are also thrown out unless special agreement. I know nothing as to contract between these two.

Q - 5. What was that lumber worth ^{at that time} ~~per~~ ^{per} thousand ^{feet} log run on a forty or fifty cents haul?

The Defendants object to question number five and the answer to same for the reason it is irrelevant and judgment of witness.

The T. Hays atty
for Defts.

ans. - It was worth about \$7.50 per thousand on a 50 cent haul and about \$8.50 on a 40 cent haul per thousand
And further deposition will not
be taken.

Adjourned till tomorrow morning.
OCT 1st 1892

J. N. Brafford
Notary Public

Met pursuant to adjournment,
and by agreement of the parties the
further taking of these depositions
was adjourned until Tuesday
OCT 1st 1892. at 10 o'clock A.M.

J. N. Brafford
Notary Public

met pursuant to a government. and proceeded to take the deposition of J. R. Warren - in the action for the purpose mentioned in the Caption. the witness first being duly sworn deposite and says -

Questions by plaintiffs attorney

Q- 1 State your age residence & occupation

ans- I am 40 years of age. reside in this by occupation a Farmer -

Q- 2 State if you are acquainted with the plffs Chelf Casky & co and the Defendants P. L. Baker J. O. Baker and Nancy A. Baker & if yes how long have you known them

ans- I am acquainted with W. A. Chelf and have known him a little over one year - I am acquainted with P. L. & J. O. Baker. have known them for over two years -

Q- 3 State if you had anything to do with a lot of lumber cut & put on sticks by P. L. Baker on ~~the~~ Bull Creek in Knox County Tenn & if yes state what you was to do

ans- Yes - it was put in my care.

Q- 4 State if you know about the time P. L. Baker sold this lumber to Chelf

Casky & Co?

ans. - I can't say the exact day. but I saw a written contract between them that bears date Jan'y 7-1891 - I know it is about that date.

Q - 5 Please state what P. L. Baker was to give you to care for his lumber on Bull Creek?

ans. He was to give me the better of the yard; the mill culls - P. L. Baker said he was to recommend a man to see over the lumber. and he got me for that purpose - and when chief commenced hauling I had no more to do in watching over the lumber -

Q - 6 Please state about how many feet of Mill Culls were left there that had been ~~on~~ sticks in the stacks?

ans. I can't say exactly. but I think there was near seven thousand feet left on the mill yard -

Q - 7 State if you know about how many feet of Mill Culls were hauled to Baily's switch?

ans. I can't state -

Q - 8 Please state whether or not P. L. Baker

Sold any of their good lumber off
their stacks to any one else after
he sold it to Chief Caskey & Co
& if yes about how much?

ans. yes sir he did. I cant say
how much. He sold some
to Everoles - I saw one Wagon
load. and know there was others
but cant say how many - P L
Baker was then sawing. & said
he thought he had lumber enough
to fill his contract with Chief
Caskey & Co anyhow - and this was
before P L Baker left the lumber
in my care - except an order
he sent back to me. or J C Baker
sent to me. after P L Baker left
to let Everoles have some lumber
it was a two horse load. or I
think about 400 feet. and after
this P L Baker told me to let no
more lumber go - until Chief
Caskey & Co. come - orders from
me or any one else

Q. 9 Please State if you know how much
P. L. Baker paid per hundred feet for
hauling lumber from that sett to Baily's Switch
ans. He paid from 50 to 60 cts per 100

feet. his regular price was 50
Cents per 100 feet -

Q - 10. Please State if you know the Condition
of the roads when Chelf Castley & co
hailed this lumber from Bull Creek
to Baily's switch. & State if they had
any work done on them:

ans The road along by my house
was in verry bad fix. Chelf
Castley & co - had a good deal
of work done on the road.
before they could haul over
same -

And further the deponent says
not

J. B. Warner

Also the Deposition of James M. Smith taken at the same time & place and for the purposes mentioned in the Caption - Witness being duly sworn in answer to questions by plaintiffs attorney says

Q - 1 State your age, residence & occupation

ans. I am 32 years of age - reside in Knox Co. Ky. by occupation farmer

Q - 2 State if you are acquainted with plffs & Defs to this action & if yes how long?

I am acquainted with P. L. & J. Q. Baker have known ^{them} for upwards of two years - I do not know any of the Plaintiffs except Mr Chelf - have known him well over one year -

Q - 3 State if you was acquainted with the lumber on Bull Creek in Knox County Ky - sold by P. L. Baker to Chelf Casky & Co.?

ans. I have been on the yard & saw the lumber there. I know nothing about how much lumber was on the yard.

Q - 4 State if you know about the time P. L. Baker sold this lumber to Chelf Casky & Co.?

ans.

I remember Baker over the lumber to Chief Caskey & Co - along about the first of January 1891 - I don't remember the exact date

Q -

5-

State if you know anything about P. L. Baker selling a part of this lumber to other parties after he sold it to Chief Caskey & Co.

State all you know about it

ans -

All I know is other parties hauled lumber away from the mill after Baker over the lumber to Chief Caskey & Co - William Cole hauled as much as two loads of not more he had an O+ Team two yokes - this was before P. L. Baker left there - Cole with his team could of hauled about 1000 feet of lumber per load - Hannie Garnett hauled one load from the mill he had two yoke of cattle - and could of pulled 1000 feet with his team -

Orans examined by Defendant's Attorney.

Q -

How long with it before P. L. Baker quit sawing that Hannie Garnett hauled the lumber you speak of

of from the mill?

ans-

I do not recollect: but not
very long. It might of been
a week or so.

And further the deponent can
not

Attest

J. N. Brafford

his
James M. Smith
mar

State of Kentucky
County of Kent 3 50

I James N Brafford a Notary Public
in and for the County and State aforesaid
do certify that the foregoing Depositions
of W. H. Chief John W. Casey N. S.
Ray J. L. Smith Frank Cover
J. R. Warren + James M. Smith
were duly taken sworn to and
subscribed before me at the times
and places mentioned in the Caption.

Given under my hand this
the 4th day of October 1892

James N Brafford
Notary Public for
Kent Co - Ky

Notary fee

To Taking Testimonies.

Three days at \$3- per day 9.00

To writing Certificate with

Testimonies 25-

To issuing 2 Subpoenas 25-^{cts} each 5.00
\$9.75

Sheriffs Fees-

To summoning 3 Witnesses 75-

Witness Fees

N. S. Ray- 3 day \$1- per day 3.00

Traveling 64 miles at 4^{cts} per mile 2.56

James M Smith 1 day- 1.00

J L Smith 2 2.00

J R Warren 1 1.00

Frank Gower 2 2.00
\$11.56

Total Cost \$22.00

This fee bill has been paid in
full \$22- by Chief Clerk & co

Attest

J. M. Bradford
Notary Public

vs Depo.

San Pedro

Recd by mail

from Norway

before whom

taken & filed

Oct. 6th 1892

J. A. Hyatt

Cost of Dec 22.00

paid by 110 2/5

Chief Caskey & Co.

Deft

against

Subsiding

D. L. Baker et al Defts

The Depositions of James
A. Oaks & others taken at
the Currier's office in the Town
of Jonesville Va on the
24th Octo. 1892, at the time
of taking an account
in the above styled Cause
Present Deft & his atty. and
Defts. attorney.

Said James A. Oaks being
duly sworn deposes and
says. — I know the
Steam Saw Mill Engine &c
known as the Chief Caskey &c
Saw Mill, now in the
possession of Nancy
Baker & others, I became
acquainted with it after
it was brought to Lee
County Va. At the time
it was set up in Lee Co.

near my house, it seemed to be in good condition and done good work, and I never heard my complaint made against it doing good work in any way, it stayed near my house from May till October 1891, and no repairs was put on it during that time, it continuing to do good work all that time.

P. L. Baker stated to me in a conversation that he wanted to find some one who had some money and remarked that he wanted to go into business with some one, & that Chief was not doing him right, that he had sold them some lumber to pay them for their mill and they claimed the lumber had fallen short about 2000 and that they claimed the 3000

(continued)

Where do you live?

Ans. I live in Lee County
Va. I don't know any-
thing about the Mill before
it was set down near
where I live.

In addition to what I
have stated in regard
to the conversation which
took place between me
and Mr. P. L. Baker said
Baker stated Chief Casky
& Co. was not coming
up to their Contract that
they had warranted the
Mill, ^{to bear inspection} and that was the
reason he was holding
back the 300⁰⁰.

I never examined the
Mill closely, I know
it done good work &
heard no complaint against
it except as above stated.

On a certain occasion
 James Sawyer came to
 Baker Saw Yard, and remarked
 that the mill was too old
 to do good work, when Mr.
 Q. L. Baker remarked that
 he knew he had an old
 mill, but that he could
 run it with any of them.
 And further this witness
 said not. Was c/s (A),

Witness
 James Sawyer
 & Baker
 The above
 was taken
 70

The foregoing positions
 were taken and sworn to
 before me, on this Oct. 24th 1882
 J. A. Wright

Chas. Sawyer
 Wm. Sawyer
 Q. L. Baker

Cost of Saw
 Writ of 2.10. 1882
 J. A. Wright

The Depositions of P. L. Baker,

taken at the Office of J. N. Braddon in the Town of Barbourville, Knox County Kentucky, by agreement of parties Plaintiffs and Defendants on the 3rd day of October, 1894, which are to be read as evidence for the Defendants, P. L. Baker, J. O. Baker & Nancy A. Baker, in a certain suit in Chancery, now pending in the Circuit Court of Lee County Virginia, wherein Chas. Casky & Co are Plaintiffs & P. L. Baker and others are Defendants.

P. L. Baker being first duly sworn deposes and says,

Q-1

What is your age, where do you reside, what is your occupation, Are you a party to the action of Chas. Casky & Co against, P. L. Baker and others?

Ans

I am 44 years old. I reside

at Gardler in Knox County - I am
a manufacturer of lumber - I
am one of the defendants

Q-2. Did you at any ^{time} sell to
Wm. Chelf a quantity of lum-
ber on Bull Creek, Knox County
Kentucky? State in full the
particulars of the transaction.

ans. I sold to Chelf Lashly & Co. all
the lumber I had on Bull Creek.

I scaled at one time one hundred
& fifty five thousand feet in the
stack - And I afterwards saw a
person in the stack. enough to make
an estimation ~~at it~~ ~~of its~~ ~~length~~ ~~and~~ ~~width~~ ~~and~~ ~~height~~ ~~and~~ ~~volume~~
one hundred and fifty five thousand
feet - I sold this lumber to
Chelf Lashly & Co. at \$8.50 Eight
dollars and fifty cents per thousand
feet - as it stood in the stack. This
lumber was to be scaled in the
stack - Chelf asked me if I
would guarantee the lumber to be
cut. I was to take on the price
of this lumber one Steam Saw Mill
at one thousand & twenty dollars -
I told Chelf if he would
guarantee the mill to be sound

and in good running repair
and allow me 5 percent on the
lumber for skidding & rough
handling &c. - then I would
agree to guarantee the lumber
which Chief agreed to do -

Q-3- When did you make the trade
with Chief Cuskey & Co? Did
you sell them any other lum-
ber in Knox County Ky or so
state where, when and how
much? At what price per M.

ans- I made the trade on the 7-day of
January 1891- I sold them
other lumber at Flat Lick Ky
in April of the same year. &
I scaled it at about ten thousand
feet - this lumber was sold to
Chief Cuskey & Co at \$10 - ten dollars
per thousand feet.

Q-4- Who measured the lumber
sold by you to Chief, Cuskey
& Co? Was you represented
by any person at the meas-
urement of this lumber?

ans- I measured the lumber in the
stack. afterwards I do not know
who measured the lumber

no one representative one in the
measure of the lumber after the
trade was made

Q-5: What did all the lumber
sold by you to Chelf Casky
Ed Company amount to af-
ter deducting five per cent
for shrinkage, rough handling
&c?

ans- In this way I estimate the lumber
by measurement it was worth
\$1502.50 Fifteen hundred & two dollars
and fifty cents

Q-6: Was the steam saw mill
sold by Chelf Casky Ed Com-
pany sound and in good
running order?

ans- No sir it was not.

Q-7: What parts were broken
split, rotted and burned?
Any?

ans- The saw frame was both rotted &
burned. almost burned in two -
The edge frame was rotted out.
The carriage was both rotted and
split. I had to take out about
four feet of the carriage to
get solid wood to connect

them together. and the ligament
 cross under the Carriage were all
 broken. 4 Cpt One or Two -
 The head block Cog slide
 was broken - Boring on the cut
 rod was gone - Top saw frame
 was badly broken. all the boring
 I had to make new on the saw
 arbor. The truck wheels & truck
 boxes under Carriage all worn
 out of line. One saw was burned.
 The other two were blistered or
 Crooked. The feed shaft boring
 was worn out. The Engine bearings
 was badly worn, and Engine
 out of line. The piston rod bot
 Eccentric bot. Throttle bot. & heater
 bot all broken - All the cut
 screws on Engine was broken &
 had to be drilled out. Some of
 the keys broken & some was bent
 The Eccentric was broke. Butterfly
 bot was broke. The cut off valve
 Seat was nearly worn through -
 The rock shaft bearing badly
 worn - and the smoke stack
 eaten with the rust. All the
 trucks or the Wagon wheel rotted

in the hubb and useless?

Leakage in the boiler tubes. and
Bellows worn out.

Q-8-

What was it worth Ed
What did it cost ^{you} to have
the different parts ^{of the mill} mentioned
in the last answer by you, made
sound Ed in good running
order? Or what was your
damaged by the bad condition
of the mill?

ans-

I put on about one hundred &
three dollars in repairing - outside
of my labor? If I had of made the
mill sound as owed to me it
would of cost me one thousand &
twenty five dollars -

I was damaged the cost of fixing
the mill up. and I worked about
three weeks on the mill & my labor
was worth twenty five dollars - The
time would of been worth one hundred
dollars to me if I could of run the
mill.

Q-9-

Did you examine the mill
before you purchased it?
or did you act upon the
representation of it made by

Chelf, Caskey & Co. Company at the time the trade was made?

ans. No sir I never examined the mill if I had I never would of asked for a guarantee - I relied upon the representations of Chelf Caskey & Co. at the time I purchased the mill & acted upon that?

Q-10- What was the mill worth at the time you purchased it from Chelf Caskey & Co?

ans- It was worth a dispute between six and seven hundred dollars.

Q-11- Did Chelf Caskey & Co. Company go in the lumber sold by you to them on Bull Creek? How were they to take same?

ans. Mr Chelf went and looked at the lumber on Bull Creek for Chelf Caskey & Co. before the trade was made - They were to take the lumber as it stood in the stacks - Merchantable lumber was not spoken of -

Q-12- Has there been a settlement between Chelf, Caskey & Co. Company and you in regard

to the trade of January, the 7th
1891 and of which you
have been speaking?

ans. - There has been no agreement
between us?

Q-13- Do you owe Chief Cuskey
Ed Company, if so how much,
upon settlement, or do
they owe you and how much?

ans. - I do not owe them anything.
They owe me - Four hundred &
Twenty ~~one~~ dollars & Twenty one
Cents?

Q-14- Did you at any time
give to Chief Cuskey Ed Com-
pany, a mortgage for one
thousand dollars upon the
mill sold by them to you?

ans. - No sir I did not.

Q-15- To whom did you give
a mortgage for one thousand
dollars upon the mill bought
by you of Chief Cuskey Ed Co
and for what was the
mortgage given?

ans. - I gave Mr Chief a Mortgage
on the mill to secure Chief
and J. J. Foreman for money

3.
advanced to me. for the purpose
of manufacturing & putting on
board Cars one thousand dollars
worth of lumber at Hagan
Virginia

Q-16- When did you make the
Contract to manufacture
Ed put aboard Cars one
thousand dollars worth of
lumber & give the mortgage?

ans- In April the 24-1891. I made
the Contract and give the Mortgage
on the Mill as shown by the
date of Mortgage & Contract

Q-17- Did you manufacture Ed
put on board Cars at
Hagan Virginia, one thou
sand dollars worth of lum
ber for Chas E. J. Freeman?

ans- I did. and more two - and
somewhere about three thousand
dollars worth.

Q-18- Did you get five dollars
Cash in April, 1891, of Chas
Luskay & Co. to go to Virgin
ia as stated in their account?

ans- I did not.

The plffs by attorney except to the

last question said. The answer thereto
because the matter spoken of is not in
issue herein and is therefore irrelevant
incompetent - Golden & Davis for plffs

Cross-Examined

Q - 1 Did you or did you not sell a part
of the Bull Creek lumber to other
parties after you had contracted
it to Chas. Casky & Co.

ans - No sir I did not

Q - 2 Did you or not saw at that place
some billed lumber for the
neighborhood and stack the refuse
lumber ~~in the~~ with the lumber sold
to Chas. Casky & Co?

ans - I did not -

Q - 3 Did you ever measure the Bull
Creek lumber except in the stack

ans - No sir -

Q - 4 In answer to question 7 on your ex-
amination in chief you mention
the parts of the Mill which you
say were broken, split, rotted and
burned - At what time did you first
discover all these defects?

Ans - I discovered ~~covered~~ these
defects as soon as I entered the
Mill in to possession about

one week after we traded?

Q- 5 Was the mill set up when you bought it?

ans- It was - sitting where it had been run was not torn down

Q- 6 Did you run the mill any at that place?

ans- I did not -

Q- 7 Where did you first move it too?

ans- I moved the mill to an other lot on the same farm about one half mile

Q- 8 Did you discover the defects spoken of in answer to question 7 in chief, before or after you moved the mill

ans- I discovered the defect I have spoken of as I disconnected the different parts

Q- 9 How did you move the ~~mill~~ Boiler? What kind of mill was it? I mean was the Boiler placed on wheels or on a frame?

ans- It was a mounted Boiler. and I put some on wheels and moved it with the wheels belonging to the Boiler?

Q- 10 About how much would the Boiler weigh?

ans- I suppose the Boiler would weigh about seven thousand pounds-

Q- 11 Did you have new hubs put in the Boiler wheels?

ans- No Sir I did not-

Q- 12 Where did you next move the mill too and how did you move it?

ans- I next moved the mill about one half mile further and loaded in on a car. I moved the mill the same as before. I moved the mill to Flat-Lick Depot Hunt Co - Ky -

Q- 13 Where did you next move the mill too and how did you move it?

ans- I shipped the mill from Flat Lick - Ky to Hagan Virginia and moved the mill about two miles from Hagan. When I finished the mt. I then moved the mill about one half mile.

Q- 13 How many saws did you get with the mill when you bought it of Chelf Cuskey & Co.?

ans- I think I got six saws from them three bottom saws. Two Edger saws. one cut off saw-

Q- 14 How long had you known the mill

before you bought it?

ans- I knew of the mill for about 4 years-

Q- 15 How long had you been trying to buy it before you finally made the trade?

ans- I never in my life made a proposition to Chief Caskey and Co to buy anything - But about three years ago. They proposed to sell me this same mill. I went to where the mill was. to look at the mill & if all right had agreed to trade - when I got to the mill Mr Chief told me that he had concluded to not sell -

Q- 16 Who owned the mill when you first knew of it?

ans- I think it was owned by Chief Caskey & Co.

Q- 17 Did you go and see the mill before you bought it?

ans- I had seen the mill three or four times. But did not examine the mill.

Q- 18 Did you buy new parts of the mill & fixtures bought by you of Chief Caskey & Co to replace the defective parts you spoke of in Chief if yes what parts did you buy?

ans- I put in one saw (new) but has
been run a little - One new
Clutch arbor. One new Clutch
box and probably one half
Hogon Metal but is. and I
cant say how many new keys
three or four and probably half
 dozen - I put in two new
Rills under the Clutch frame -
This is all I remember at this time -

Q - 19 Did you put in ^{all} these new parts before
you run the mill any?

ans- Yes Sir - I did -

Q - 20 Did you sell the mill to any one
and if yes, to whom, and at what
price?

~~ans-~~ P. L. Baker by his Attorney, objects
to question no 20:

ans- I refuse to answer this question

Q - 21 You spoke in your examination in
Chief of one of the saws being burned
I will ask you if Mr Chelf did not
give you the burnt saw?

ans- The ^{burnt} saws were considered
dead with the other machinery

Q - 22 Did you or not go to Davis Brights
to look at the mill & did you not then
say to Chelf that you wanted to trade

for it and did you not sometime afterwards offer them \$1200. in sawing for the mill?

ans. - No Sir

Q - 23 Did you tell any one in Lee County Va. that you had the best mill in the valley & that you could cut anywhere from 12 to 15 m. feet per day on it?

ans. - I never have to outside parties explained what the mill really was - but have said to Mr Chelf and others concerned that it was a bad broken up old mill.

Q - 24 Did you or not in Lee County Va. tell any one in substance that in the mill & lumber deal with Chelf that you had played him for all that was in him?

ans. - No Sir I did not?

Q - 25 What did you pay for hauling lumber from Bull creek to Bailey's switch?

ans. - I paid from 25 to 50 cents per hundred feet. Owing to condition of the road -

Q - 26 Did you put one thousand dollars worth of lumber on board of cars for

W. H. Chelf anywhere?

ans. No Sir? Neither did I ever receive one thousand dollars from Chelf. To put board of cars one thousand dollars worth of lumber

Q- 27 Was or not the framing lumber Chelf Caskey & Co. bought of you at Flat Lick Ky. to be delivered on switch by you at \$100 per m.?

ans. Yes Sir it was?

Q- 28 Did you or not tell W. O. Padon at Flat Lick Ky. that there was 170 m feet of the Bull Creek lumber and that the lumber was a good run and the greater part $\frac{9}{4}$ & $\frac{8}{4}$ lumber?

ans- I might of told him or- I cant say that I told him the greater part of the lumber was $\frac{9}{4}$ & $\frac{8}{4}$ I had $\frac{9}{4}$ & $\frac{8}{4}$ lumber and might of had some $\frac{9}{4}$

Rebuttal
Condition of

Q- 1 Were the wheels sufficient to hold the weight of the boiler to that mill for the purpose of moving same at the time you took possession of mill

ans- I broke one wheel down


when I moved the mill and filled the one broke down -
 I moved the mill again & broke an other wheel. and I filled it. and when I moved the mill from the bars. ~~at~~ at Hagan broke an other wheel and filled it. and when I again moved the mill I used Two wheels of a log wagon -

Re. Cross examined

Q - 1 I will ask you if when you moved the mill from Hagan if the team not run away with it?

ans. No Sir - The team started down the hill. brake broke and run to foot hill & stopped. brake no wheel at the time -
 And further as per the
 Santh not.

P. L. Baker

State of Kentucky  33
 County of Kent

I J. N. Brafford a Notary Public for the County of Kent in the State of Kentucky, do hereby certify


that the foregoing deposition of D L
Baker was taken by me and reduced
to writing and signed by the witness
before me at the place and the time
mentioned in the caption. and
that the witness was duly sworn
before giving same -

Given under my hand and
seal this the 18th day of October 1892

J. N. Brafford
Notary Public for
Knox County Kentucky

Notaries fee	
Taking deposition	\$3.00
Sal + certificate	.50
Postage	.08
Alto	<u>\$3.58</u>

J. N. Brafford
Notary Public

ad.  Depo
Cheff. Caskey & Co.

Filed Oct. 26th 1872
J. A. Smith
Donner

Cost of Reso p. 58

Virginia. Lee County to wit.

This day W. W. Leitch personally
appeared before me and made
oath in due form that
D. L. Baker defendant in the
Thames Cause of Chas.
Casky & Co vs D. L. Baker et al
is a non resident of this
State. Given under my hand
this 25th of Aug 1872

J. A. Leitch

Chas. Caskey & Co

Defendant

D. L. Babington

Filed April 20th

1892

J. H. H. H. H. H.

Commissioner's Office

October 24 1872

Well

Charles C. Cook & Co

P. S. Babcock et al vs

to the Hon. H. S. McMillan

Judge of the District Court for Lee

County, Your undersigned

Commissioner, respectfully reports

that in obedience to the requirements

of a decree entered in the above

styled Cause, on 15th June 1872,

at the June Term 1872 of your

Honorable Court, I gave the parties

in interest notice that I would

on the 18th October and following

days until the 24th Oct 1872,

perform the duties assigned me.

And it being convenient for

the parties to take proof of the

matter of difference between them

in law, they proceeded to do so,

as will appear from the exhibits

filed of depositions on both sides

with filed, however, each party

appeared before me with witnesses

and short depositions on each side

were taken by me, which are also

filed herewith, Your Honor has had
no little trouble in going over and getting
the proof made on each side, and
after much wearying arrived at the
following conclusions.. viz.

1st That P. L. Baker is party to the
Plaintiff's claim of Two hundred
and eighty five dollars and five
cents (\$285.05) as of January 7th 1891,
as is shown by their account
in this cause filed marked "B".

And that the same is part of
the purchase price of the said
mill & fixtures mentioned in
these proceedings.

It is claimed in the Plaintiff's
Bill that the said deed herein
referred to was executed to
secure the purchase price of
said mill & fixtures, and it
is admitted by defendant P. L.
Baker in his answer that such
is the fact and that said
mortgage was executed by him
& J. V. Baker to secure them, the
price of said mill, and although
there is some tendency in the
disposition to prove a different

object and reason for the execution
of said Mortgage, Your Honor
has concluded that said
Mortgage was given to fully
secure the purchase price of
said Saw Mill & fixtures as
claimed in the Bill and not
deposited in the account of P. L.
Baker, hence said saw mill
and fixtures are liable for the
payment of the balance as
stated due thereon.

It is needless for me to
enumerate to your Honor, why
it is from the evidence adduced
I arrive at the foregoing
conclusions, but will state that
it is in proof that after P. L.
Baker sold and presented to
Chas. Buckley & Co. \$170,000 of lumber
on their own Buck Creek Timber Co.
Tray, he sold various loads of said
lumber to other parties, which
act accounts in part for said
lumber not holding out, & the
amount of lumber received is
clearly proven by disinterested
witnesses - and I am of the

if the account is well established.
And on the other side it
accuses to your favor, that if
the mill had been in the extr
emely bad, broken, worn, burnt
and rotten condition when
carefully inspected by the Mr.
Bakers, as stated in the deposition
of P. L. Baker, that they would
have demanded damage on
the necessity of their being to
immediately. Said mill is
thoroughly proven to have been in
condition to do good work all
the time, but not proven to
be sound, and but for the
proof that P. L. Baker inspected
the mill not long before he
purchased it, and had all the
defective parts pointed out
to him, possibly he should
have had some damage
on account of the neces-
sity of the mill's being -
it appears to have been
known to all parties that
said mill had been in use
for several years.

There is no will now and
the bear is greatly obliged as to
its condition. The market
seems to have been ready to
at once a higher price than
was contracted to be paid by
D. L. Baker.

Respectfully submitted
J. H. Stettin
Carr

Below Summary No
Cover Report

P. L. Baker et al

Filed Oct 27th 1882
J. H. H. H.

C. C

Covers for 30 p . 50

Fondaco 27.68 50 by

P. H. H.

This writing is to show that P. L. Baker
 of Knox Co & State of Ky is the owner proper
 of 170,000 ft of poplar lumber manufactured
 and now on stick and on the head waters of
 Bull Crk in above said Co & State
 And he has this 7th day of January 1891
 bargained and sold the above mentioned lot of
 lumber to Chelf Caskey & Co of Flat Lick Ky for the
 sum of \$8.50 per m. as it stands on the stick and
 scaled in the stack amounting to \$1445.00
 Now the said Chelf Caskey & Co being the owners
 and possessors of one portable sawmill now standing
 on a farm belonging to a Mr. Eaton near Flat Lick Ky
 and Co of Knox have bargained and sold and
 do hereby bargain, sell & convey to above said
 P. L. Baker the above said sawmill with all
 appurtenances belonging thereto and as partial
 payment on the above described lumber for
 the sum of \$1020.00
 Now there being about the sum of \$240.00 due
 to J. L. Smith from the above said lumber
 'tis agreed by all parties that the said
 Chelf Caskey & Co become paymaster to said
 J. L. Smith for any amount & not to exceed
 \$240.00
 The said P. L. Baker further agrees to guarantee
 to the said Chelf Caskey & Co the 170,000 ft to
 hold out with inspection measurement less
 5% for shrinkage, wastage or rough handling
 &c. And the said Chelf Caskey guarantees the
 above sawmill to be sound and good repair
 for work. In witness whereof we do hereby
 in duplicate sign our names —

The said P. L. Baker further agrees to guarantee to Chelf Caskey & Co
 a passway for said lumber to Co's Road
 P. L. Baker
 & we Chelf Caskey & Co

Contract Between

P. L. Baker

and

Chas. L. Byrd & Co

"A"

50
50
21

34
47
22

1891		in acct with Chief Clerk &c		D-	Cr
Jan	7	D	Cash on Lumber	\$100.00	
"	23	"	" " " by JWB	15.00	
Feb	14	"	Paid J L Smith on Timber	240.00	
"	"	"	Order to CR Lorne	56.00	
"	"	"	RR fair for Jim & yourself to B-city ^{& return}	1.24	
April	"	"	Cash to go to VA	5.00	
"	"	"	" at Bartonville	1.00	
"	"	"	by W H Chaff expense to VA		1.87
"	27	D	Cash for Telegraph to Fremont	25-	
"	28	"	" " O F Ealey on Timber	28.71	
May	11	"	Burton for May	3.43	
			By 3346 ft framing @ \$10.00		33.46
		D	Hauling 3346 ft framing @ \$12.00	3.94	
		"	Cash paid for shipping lumber	76-	
		By	500 ft Cull @ \$4.00		4.00
		"	192 " Framing @ 10.00		1.92
		"	Cash left by Jim for Parker		5.00
			4797 ft		
		By	4797 ft Framing @ \$10.00		47.97
		D	Hauling 4797 ft Framing @ \$11.00	4.79	
		"	Cash paid Coon for Lambell		
			for Hauling logs	19.16	
		by	124361 ft L R Soft ash @ \$8.75	1087.06	
		"	6218 " Percentage	52.85	
		"	719 " sold to Rodgers @ \$8.75	6.11	
		"	2000 " " " E S Gilbert	17.00	
		D	Cash to E S Gilbert on checks	13.92	1227.24
		"	One Steam Saw mill one set		
		"	black smith tools one set Hammering		
		"	tools one set Pipe cutters &c	1020.00	\$1227.24
				157.22	
				151.77	
		D	Balance	\$285.05	

Statement
P. L. Baker
a. count

A. L. PRIDEMORE,
ATTORNEY - AT - LAW,

MAR 20 1882

JONESVILLE,
LEE CO.

GATE CITY,
SCOTT CO.

"B"

a. L. Pridemore

This Indenture made and entered
into by and between R. L. Baker and
James Baker of the first part and
W. V. Chelf of the second part
all of the county of Knox and State
of Kentucky, Whereas the parties of
the first part has this day bar-
gained and sold to W. V. Chelf
one Steam Saw Mill it being
the mill that Chelf & Caskey Co.
sold to R. L. Baker together with
all of its appurtenances thereunto
belonging together one set of
Black Smith Tools, one set of saw
hanging tools, For and in con-
sideration of one thousand dol-
lars in hand paid, Receipt
of which is hereby acknowl-
edged, The above named amount
of one thousand dollars is to
be used for the purpose of
manufacturing lumber and
when the parties of the first
part manufactures one thou-
sand dollars worth and puts
the same on board of cars
at prices agreed upon before
specified in contract bearing

even date with this deed or
Mortgage this instrument shall
be null and void.

Given under our hands this
the 22nd day of April 1891.

R. L. Baker

J. O. Baker

State of Kentucky,
County of Knox } Sct.

I David H. Black Clerk of the
County Court for the county and
State aforesaid, do certify that
the foregoing Mortgage was this
day produced, to me in my office
and duly acknowledged by R. L.
Baker and J. O. Baker to be their
true act and deed, Whereupon
the same together with certificate
has been duly recorded in my
office. Witness my hand this
April 22nd 1891.

David H. Black Clerk
Virginia Lee County to wit:

In the office of the clerk
of the clerk of the said county
August 5th 1891. This Mortgage was
presented, and together with the
certificate thereto annexed.

admitted to record.

Leah John R. Gibson

clerk

Copy of The Record

Leah John R. Gibson

W. V. Chelf
Lund Copy of Mortgage
L. L. Baker et al
Deeds Book 27
Page 141 v

W. U. Chief
J. W. Caskey
W. R. Caskey, Lumbermen, and part-
ners trading under the firm name
and style of Chief Caskey & Co

O. L. Baker, James O. Baker and
Nancy Baker, Super in Chy. 13th
filed.

A. L. Prioleau
P. 4

Memo.

Parker Estimate
of lumber \$1502.50

1038. \$325-

to have fully
repaired
one \$420 21

55

30

In the Clerk's Office of the Circuit Court of the County of Lee on the 20th day of

April

1892

Wharf Leasing & Co

Plaintiff

against

D. L. Baker et al

Defendant

The object of this suit is to recover \$280.00; Int. & Costs, & to sell the steam saw mill, on which mortgage has been given to secure the debt mentioned.

And an affidavit having been made and filed that the defendant D. L. Baker is not a resident of the State of Virginia, is ordered that he do appear here, within fifteen days after due publication hereof, and do what may be necessary to protect his interest in this suit. And it is further ordered that a copy hereof be published once a week for four week's in some newspaper, and that a copy be forthwith posted at the front door of the court-house of this county.

A copy—Teste:

A. L. Pridemore p. q.

J. H. Hyatt Clerk.

Chief Clerk

under the

D. L. Baker et al

I certify that I

pasted a copy

of this order on

24. down on 1st

day May Term 1892

of the Court Court

& delivered a copy

to Republican

Gen. Dub.

John H. ...

The Commonwealth of Virginia.

TO THE SHERIFF OF LEE COUNTY GREETING:

We Command, You to Summon

*J. L. Baker, James
C. Baker and Nancy M. Baker*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in

May next, being rule day to answer a bill in Chancery exhibited in our said Court against
..... by *W. M. Schell, J. W. Criskey*
and W. B. Criskey, partners
trading under the firm name and style of Schell, Criskey & Co.

And have then and there this writ Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse. This *21st*
day of *April* 18*92*, in the 11*6* year of the Commonwealth.

J. A. G. Hyatt
Clerk.

A Copy Teste

Chell Creek

3 Spas in
as 3 Ch. or

P. L. Baker et al

Ex 1st May Rules 1872

executed by L. Baker

ing on. 1872

Copied by L. Baker

Summers

Baker & Summers

Baker, P. L. Baker

found gone to L. Baker

Apr 28-1872

L. Baker

L. Baker

L. Baker

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

WE COMMAND YOU TO SUMMON

Littleton Callahan
Jack Green, and J. T. Freeman

To appear before the Judge of our Circuit Court of Lee County, at the courthouse on the *24th*
day of *October 1892* term next to testify and the truth to speak in behalf of
Chas. Caskey & Co in certian matters of controversy
pending in our said Court between *said*

Plaintiff, and

et al

Defendants And this *they* shall in no wise

omit under the penalty of Twenty Dollars. And have then there this writ. Witness, J. A. G. Hyatt,
Clerk of our said Court at the Courthouse.

This *11th* day of *Octo.* 18*92*, in the 11th year of the Commonwealth.

J. A. G. Hyatt
Clerk.

Chas Caskey & Co
3 Spa for
us 3 witnesses

D. L. Baker et al

To 24 day Octo. 1892.

We accept legal
service of this
Spa. Octo
1892

L. L. Callahan
James A. Cook
Jack Green

In the clerk's office of the circuit court
of the county of Lee on the 25th day of
April 1892.

Chelf Caskey & Co. plffs.

vs.

P. L. Baker, et al defts.

In

Chancery

The object of this suit is to recover
\$285.05, interest and costs, and to sell
the steam saw mill, on which mortgage
has been given to secure the debt men-
tioned. And an affidavit having been
made and filed that the defendant P. L.
Baker is not a resident of the State of
Virginia, it is ordered that he do appear
here within fifteen days after due publi-
cation hereof, and do what may be nec-
essary to protect his interest in this suit.
And it is further ordered that a copy
hereof be published once a week for four
weeks in the Lee County Republican,
and that a copy be forthwith posted at
the front door of the courthouse of this
county.

A copy—teste:

J. A. G. Hyatt, Clerk.

A. L. Pridemore, p. q.

ap 21 4t

Virginia Lee County. To wit:
I, Geo C Coleman, the Editor
and Publisher of the Lee Co.
Republican a newspaper,
printed in the town of Jonesville,
in the county of Lee, Virginia,
do hereby certify that the fore-
going order of publication
was duly published in said
newspaper, for four succe-
sive weeks from and after
the 21st day of April 1892 and
Geo. C. Coleman
Ed. Lee Co. Republican.

Printers fees

May 21st 1892

Chief Leasing Co
vs 3 Parties
Certificate
P. L. Baker et al

Filed 24 May
Baker 1892.
J. A. Hyatt